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ORIGINAL DOCUMENT MISSING PAGE(S):

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24. RIGHTS IN DATA - UNLIMITED

(a) The term "Subject Data" as used herein includes writings, sound recordings, pictorial reproductions, drawings or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses and other information incidental to contract administration.

(b) Subject to the proviso of (c) below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all Subject Data delivered under this contract.

(c) The Contractor agrees to and does hereby grant to the Government, and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive and irrevocable license throughout the world, to publish, translate, reproduce, deliver, perform, dispose of and to authorize others so to do, all Subject Data now or hereafter covered by copyright; PROVIDED, that with respect to such Subject Data not originated in the performance of this contract but which is incorporated in the work furnished under this contract such license shall be only to the extent that the Contractor, its employees, or any individual or concern specifically employed or assigned by the Contractor to originate and prepare such Data under this contract, now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

(d) The Contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the Subject Data furnished under this contract, of all invasions of the right of privacy contained therein and of all portions of such Data copied from work not composed or produced in the performance of this contract and not licensed under this clause.

(e) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Subject Data delivered under this contract.

(f) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(g) The Contractor shall not affix any restrictive markings upon any Subject Data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate or ignore any such marking.

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25. ALTERATIONS

The following alterations were made in this contract prior to signature thereof by the parties to this contract:

- (a) In paragraph 17 entitled "EXAMINATION OF RECORDS" delete the words "Comptroller General of the United States" and substitute "Comptroller of the Contracting Agency".
- (b) Delete the last sentence of paragraph (d) of Clause 19 and substitute the following therefor:

"In the event that a contractor employee is required to perform services hereunder on an observed holiday, reimbursement shall not be made therefor but the employee will receive equivalent time off when the job permits."

- (c) Delete paragraph (a) of Clause 21 and substitute the following therefor:

"In addition to casual local transportation costs reimbursed through the man-month rate quoted for this work, the Contractor shall provide transportation for personnel and their necessary equipment, assigned to the performance of this contract, from the Contractor's plant to the site or sites of work, between the sites of work, and from the sites of work to the Contractor's plant, provided that commercial transportation is available, and the Contractor shall be reimbursed for actual and reasonable cost thereof under PART II - CONSIDERATION AND PAYMENT of the SCHEDULE. In cases where commercial transportation is not available or is impracticable the Government shall furnish transportation without cost to the Contractor. The Government will have the option, upon request by the Government, of providing first-class commercial transportation in lieu of the Contractor."

- (d) Delete paragraph (b) of Clause 21 and substitute the following therefor:

"Letter communications between the Contractor's personnel and the Contractor will be handled through APO. The Contractor's personnel will use the Government's communication facilities for the exchange of messages between Contractor personnel and the Contractor; but the use thereof shall be subject to the regulations of the Representatives of the Government in charge thereof."

- (e) The Following clause was added:

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AUTHORIZATION AND CONSENT - The Government hereby gives its authorization and consent (without prejudice to its rights of indemnification, if such rights are provided for in this contract) for all use and manufacture, in the performance of this contract or any part hereof or any amendment hereto or any subcontract hereunder (including any lower-tier subcontract), or any patented invention (i) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract, or (ii) utilized in the machinery, tools, or methods the use of which necessarily results from compliance by the Contractor or the using subcontractor with (a) specifications or written provisions now or hereafter forming a part of this contract, or (b) specific written instructions given by the Contracting Officer directing the manner of performance. The Contractor's entire liability to the Government for patent infringement shall be determined solely by the provisions of the indemnity clause, if any, included in the contract and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

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